

Agreement; (2) reviewing the progress of the remedial investigation; (3) conducting relevant sampling procedures; (4) verifying data submitted pursuant to the remedial investigation; and (5) exercising any other right or responsibility assigned the Party pursuant to this Agreement.

19.2 The Parties shall contact the Navy's Project Manager at least forty-eight (48) hours in advance of all routine site visits to coordinate access. At this time, the Party seeking access shall coordinate with the Navy the date and time for the Site visit, the purpose of such visit, and the areas to which access is sought; and shall assure that the Navy is provided the appropriate credentials for the individual(s) who are to visit the Site. Submittal of this information will enable the Navy's Project Manager to accommodate all reasonable requests for such access. Entry to NASMF shall then be granted upon verification of proper credentials. Such access shall be granted in accordance with Navy security regulations and National Security considerations, and shall be exercised in a manner minimizing interference with normal military operations at NASMF. EPA, DHS or RWQCB shall not use any camera, sound recording or other electronic recording device at NASMF without the permission of the NASMF Commander. The Navy shall not unreasonably withhold such permission.

19.3 If a Party obtains any samples, before leaving the Site, the Party shall give the Navy Project Manager a receipt describing the sample obtained, and, if requested, a portion of each such sample. A copy of the results of any analysis made of such samples shall be provided to all Parties in accordance with Sec-

tion 16 (Sampling and Data/Document Availability).

19.4 To the extent that the Navy needs access to off-NASMF property to carry out the work required by this Agreement, the Navy shall use its best efforts, including exercising its authority, if necessary, pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), to obtain all necessary access agreements from the owners or lessees of such lands. Any such access agreements shall provide for reasonable access to EPA, DHS, and RWQCB. In the event that the Navy is unable to obtain necessary access to off-NASMF property, and EPA, DHS, and RWQCB agree such access is necessary, EPA, DHS, and RWQCB agree to use their best efforts to obtain the needed access.

19.5 With respect to non-Navy property upon which monitoring wells, pumping wells, or other response actions are to be located, the access agreements shall also provide that no conveyance of title, easement, or other interest in the property shall be consummated for the duration of the access agreement without provisions for the continued right of entry to maintain operation of such wells or response actions on the property.

19.6 Nothing in this Section shall be construed to limit EPA's, DHS's and RWQCB's full right of access as provided in 42 U.S.C. § 9604(e), Health and Safety Code § 25358.1 and California Water Code § 13267 for off-NASMF access or for access to NASMF for matters not covered by this Agreement, except as that right may be limited by 42 U.S.C. § 9620(j)(2), necessary National Security regulations, and E.O. 12580.

20 FIVE YEAR REVIEW

20.1. Consistent with 42 U.S.C. § 9621(c) and in accordance with this Agreement, if the selected remedial action results in any hazardous substances, pollutants or contaminants remaining at the Site, the Parties shall review the remedial action program at least every five (5) years after the initiation of the final remedial action to assure that human health and the environment are being protected by the remedial action being implemented.

20.2 If upon such review it is the conclusion of any of the Parties that additional action or modification of remedial action is appropriate at the Site in accordance with 42 U.S.C. 9604 or 9606, the Navy shall implement such additional or modified action as agreed upon by all Parties.

20.3 Any dispute by the Parties regarding need for or the scope of additional action or modification to a remedial action shall be resolved under Section 10 (Resolution of Disputes) of this Agreement.

20.4 Any additional action or modification agreed upon pursuant to this Section shall be made a part of this Agreement.

21 OTHER CLAIMS

21.1 Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in

law or equity by or against any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous waste, pollutants, or contaminants found at, taken to, or taken from the Site. Unless specifically agreed to in writing by the Parties, EPA, DHS, and RWQCB shall not be held as a party to any contract entered into by the Navy to implement the requirements of this Agreement.

21.2 The Agreement shall not restrict EPA, DHS, RWQCB or the Navy from taking any legal, equitable, or administrative action for any matter not covered by this Agreement.

22 OTHER APPLICABLE LAWS

All actions required pursuant to this Agreement shall be accomplished consistent with applicable state and federal laws and regulations to the extent required by 42 U.S.C. 9601 et seq.

23 RELEASE OF RECORDS

Information, records, or other documents produced under the terms of this Agreement by the Navy, EPA, DHS, or RWQCB shall be available to the public except: (a) those identified to the receiving Party(s) as classified within the meaning of federal or

state law, or (b) those that could otherwise be withheld pursuant to the Federal Freedom of Information Act, Federal Privacy Act, or California Public Records Act, unless expressly authorized for release by the originating Party. Documents or information so identified shall be handled in accordance with those regulations. Except for draft primary and secondary documents, no document marked draft may be made available without prior consultation and approval by the originating Party. If the document is final and no confidentiality claim accompanies information which is submitted to any Party, the information may be made available to the public without further notice to the originating Party.

24 AMENDMENT OF AGREEMENT

This Agreement may be amended only upon written agreement by all Parties to this document.

25 COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

25.1 In consideration for the Navy's compliance with this Agreement, and based on the information known to the Parties on the effective date of this Agreement, the Navy, EPA, DHS, and RWQCB agree that compliance with this Agreement shall stand in lieu of any administrative, legal and equitable remedies against the Navy available to EPA, DHS or RWQCB regarding the currently known releases or threatened releases of hazardous substances in-

cluding hazardous wastes, pollutants or contaminants at the Site which are within the scope of this Agreement, which are the subject of the RI/FS(s) to be conducted pursuant to this Agreement, and which will be adequately addressed by the remedial action(s) provided for under this Agreement; except that nothing in this Agreement shall preclude EPA, DHS or RWQCB from exercising any administrative, legal, or equitable remedies available to them to require additional response actions by the Navy in the event that: (1)(a) conditions previously unknown or undetected by EPA, DHS or RWQCB arise or are discovered at the Site, or (b) EPA, DHS or RWQCB receive additional information not previously available concerning the premises which they employed in reaching this Agreement; and (2) the implementation of the requirements of this Agreement are no longer protective of public health and the environment. To the extent deemed appropriate by EPA, DHS or RWQCB after consultation with the Navy, such additional response actions shall be implemented through the amendment process described in Section 24 of this Agreement, or in accordance with Section 9 of this Agreement addressing modification of final reports.

25.2 Notwithstanding this Section, or any other Section of this Agreement, DHS and RWQCB shall retain any statutory right they may have absent this Agreement to obtain judicial review of any final decision of EPA on selection of a remedial action pursuant to any authority DHS or RWQCB may have under CERCLA, including Sections 113, 121(e)(2), 121(f), and 310, and/or state law.

26 STIPULATED PENALTIES

26.1 In the event that the Navy fails to submit a primary document to the other Parties pursuant to the appropriate timetable or deadline established in Section 9.3.2 and the Attachments in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to an operable unit or final remedial action, EPA, after consultation with DHS and RWQCB, may assess a stipulated penalty against the Navy. DHS or RWQCB may also recommend that a stipulated penalty be assessed. A stipulated penalty may be assessed in an amount not to exceed \$5,000 for the first week (or part thereof), and \$10,000 for each additional week (or part thereof) for which a failure set forth in this Paragraph occurs.

26.2 Upon determining that the Navy has failed in a manner set forth in Paragraph 26.1, EPA shall so notify the Navy in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Navy shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Navy shall not be liable for the stipulated penalty assessed by EPA or DHS if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

26.3 The annual reports required by Section 120(e)(5) of CERCLA

shall include, with respect to each final assessment of a stipulated penalty against the Navy under this Agreement, each of the following:

1. The facility responsible for the failure;
2. A statement of the facts and circumstances giving rise to the failure;
3. A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined to be inappropriate;
4. A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and
5. The total dollar amount of the stipulated penalty assessed for the particular failure.

26.4 Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to, the DOD. EPA, DOHS, and RWQCB agree, to the extent allowed by law, to share equally any stipulated penalties paid by NASMF between the Hazardous Substance Response Trust Fund and an appropriate State fund.

26.5 In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in Section 109 of CERCLA.

26.6 This Section shall not affect the Navy's ability to obtain an extension of a timetable and deadline or schedule pursuant to

Section 27 of this Agreement.

26.7 Nothing in this Agreement shall be construed to render any officer or employee of the Navy personally liable for the payment of any stipulated penalty assessed pursuant to this Section.

27 EXTENSIONS

27.1 Either a timetable and deadline or a schedule shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension shall be submitted in writing and shall specify:

1. The timetable and deadline or the schedule that is sought to be extended;
2. The length of the extension sought;
3. The good cause(s) for the extension; and
4. Any related timetable and deadline or schedule that would be affected if the extension were granted.

27.2 Good cause exists for an extension when sought in regard to:

1. An event of force majeure;
2. A delay caused by another Party's failure to meet any requirement of this Agreement;
3. A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;
4. A delay caused, or which is likely to be caused, by the grant of an extension in regard to another

timetable and deadline or schedule; and

5. Any other event or series of events mutually agreed to by the Parties as constituting good cause.

27.3 Absent agreement of the Parties with respect to the existence of good cause, any Party may seek and obtain a determination through the dispute resolution process whether good cause exists.

27.4 Within seven days of receipt of a request for an extension of a timetable and deadline or a schedule, the other Parties shall advise the requesting Party in writing of their respective positions on the request. Any failure by any other Party to respond within the 7-day period shall be deemed to constitute concurrence in the request for extension. If any other Party does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

27.5 If there is consensus among the Parties that the requested extension is warranted, the Navy shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with determination resulting from the dispute resolution process.

27.6 Within seven days of receipt of a statement of nonconcurrence with the requested extension, the disputing party may invoke dispute resolution.

27.7 A timely and good faith request for an extension shall

toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed against the Navy and may accrue from the date of the original timetable, deadline or schedule. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

28 TRANSFER OF REAL PROPERTY

28.1 The Navy shall not transfer any real property comprising the Site except in compliance with Section 120(h) of CERCLA.

28.2 No conveyance of title, easement, or other interest in Navy property on which any containment system, treatment system, monitoring system, or other response action is installed or implemented pursuant to this Agreement shall be consummated by the Navy without provision for continued maintenance of any such system or other response action.

28.3 The Navy shall include notice of this Agreement in any document transferring ownership or operation of NASMF to any subsequent owner and/or operator of any portion of NASMF and shall notify EPA, DHS, and RWQCB of any such sale or transfer and of provisions made for any additional remedial action measures, if

required, at least thirty (30) days prior to such sale or transfer.

29 PUBLIC PARTICIPATION

29.1 The Parties agree that proposed remedial action alternative(s) and plan(s) for remedial action at the Site shall comply with the administrative record and public participation requirements of the NCP, 42 U.S.C. 9613(k), 9617(a), (b), (c) and (d), and satisfy requirements of California Health and Safety Code 25356.1(d) and 25358.7 and regulations promulgated thereunder.

29.2 The Navy shall develop and implement a Community Relations Plan (CRP) which responds to the need for an interactive relationship with all interested community elements regarding activities and elements of work undertaken by the Navy as specified under this Agreement. The Navy agrees to develop and implement the CRP in a manner consistent with the NCP, 42 U.S.C. 9617(a), (b), (c) and (d), regulations promulgated thereunder, and relevant EPA, DHS, and RWQCB guidance.

29.3 Any Party issuing a formal press release to the media regarding any of the work contemplated under this Agreement shall advise the other Parties of such press release and the contents thereof, at least forty-eight (48) hours prior to the issuance of such press release and of any subsequent changes prior to release.

29.4 The Navy agrees it shall establish and maintain two administrative records in accordance with 42 U.S.C. 9613(k) and the NCP. One copy shall be maintained at WESTNAVFACENGCOM, and

one copy shall be maintained at a location near NASMF convenient to the public. The administrative record shall be established and maintained in accordance with EPA policy and guidelines. An index to the Administrative Record shall be prepared by the Navy and a copy shall be provided to EPA, DHS, and RWQCB. The administrative record and the index developed by the Navy shall be updated on a quarterly basis. Updates of the index shall be supplied to EPA, DHS, and RWQCB. EPA, DHS, and RWQCB will provide the Navy with copies of documents generated by the Party in question which should be included in the Administrative Record. Upon request by EPA, DHS or RWQCB, the Navy shall provide a copy of any document in the Administrative Record to the requesting Party.

30 PUBLIC COMMENT/EFFECTIVE DATE

This Agreement shall be subject to public comment as follows:

30.1 Within 15 days of the execution of this Agreement, the Navy shall publish notice in at least one major local newspaper of general circulation that this Agreement is available for a 45-day period of public review and comment.

30.2 Promptly upon completion of the public comment period, the Navy shall transmit to the other Parties copies of all comments received within the comment period.

30.3 The Parties shall review the comments and shall either:

30.3.1 Determine that this Agreement should be made effective in its present form, in which case EPA shall notify all Parties

in writing and this Agreement shall become effective on the date that the Navy receives such notification; or

30.3.2 Determine that modification of this Agreement is necessary, in which case the Parties shall meet to discuss and agree upon any proposed changes. Upon agreement of any proposed changes, the Agreement, as modified, shall be re-executed by the Parties, with EPA signing last, and shall become effective on the date that it is signed by EPA.

30.4 In the event a Party determines that it is necessary to modify this Agreement as a result of public comment received, and there is disagreement among the Parties as to the need for such modification, any Party may withdraw from this Agreement. Withdrawal by the Navy shall not minimize the obligation of the Navy to comply with § 120 of CERCLA, 42 U.S.C. § 9620.

31 ACTIONS AGAINST OTHER PERSONS

EPA, DHS, and RWQCB agree that if an additional potentially responsible party is identified subsequent to the date of this Agreement, EPA, DHS, and RWQCB do not waive any enforcement options with respect to that other potentially responsible party by entering into this Agreement. Nothing in this Agreement shall interfere with the ability of EPA, DHS, and/or RWQCB from entering into an agreement with another potentially responsible party pursuant to 42 U.S.C. § 9622(c)(2) or comparable state authorities. The Navy reserves any and all rights that it may have under law with respect to any potentially responsible party.

32 FUNDING

32.1 It is the expectation of the Parties to this Agreement that all obligations of the Navy arising under this Agreement will be fully funded. Navy agrees to seek sufficient funding through the Department of Defense (DOD) budgetary process to fulfill its obligations under this Agreement.

32.2 In accordance with § 120(e)(5)(B) of CERCLA, 42 U.S.C. § 9620(e)(5)(B), the Navy shall include in its annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

32.3 Any requirement for the payment or obligation of funds, including stipulated penalties, by the Navy established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

32.4 If appropriated funds are not available to fulfill the Navy's obligations under this Agreement, the other Parties reserve the right to initiate an action against any other person, or to take any action, which would be appropriate absent this Agreement.

32.5 Funds authorized and appropriated annually by Congress un-

der the "Environmental Restoration, Defense" appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense (Environment) (DASD(E)) to the Navy will be the source of funds for activities required by this Agreement consistent with § 211 of CERCLA, 10 U.S.C. Section 2703. However, should the Environmental Restoration, Defense appropriation be inadequate in any year to meet the total Navy CERCLA implementation requirements, the DoD shall employ and the Navy shall follow a standardized DoD prioritization process which allocates that year's appropriations in a manner which maximizes the protection of human health and the environment. A standardized DoD prioritization model shall be developed and utilized with the assistance of EPA and the States.

33 TERMINATION DATE

Following the completion of all remedial response actions and upon written request by the Navy, EPA, with the concurrence of DHS and RWQCB, will send to the Navy a written notice of satisfaction of the terms of this Agreement within ninety (90) days of the request. The notice shall state that, in the opinion of EPA, DHS, and RWQCB, the Navy has satisfied all of the terms of this Agreement in accordance with the requirements of CERCLA, the NCP, RCRA §§ 3004(u) and (v), 42 U.S.C. §§ 6924 (u) and (v), pertinent RCRA regulations, related guidance, and applicable State laws, and that the work performed by the Navy was consistent with the agreed-to remedial actions.

34 ENFORCEABILITY

34.1 The Parties agree that:

34.1.1 upon the effective date of this Agreement, any standard, regulation, condition, requirement or order which has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to § 310 of CERCLA, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under §§310(c) and 109 of CERCLA;

34.1.2 all timetables and deadlines associated with the RI/FS shall be enforceable by any person pursuant to § 310 of CERCLA, and any violation of such timetables and deadlines will be subject to civil penalties under §§ 310(c) and 109 of CERCLA;

34.1.3 all terms and conditions of this Agreement which relate to interim or final remedial actions, including corresponding timetables and deadlines or schedules, and all work associated with the interim or final remedial actions, shall be enforceable by any person pursuant to § 310(c) of CERCLA, and any violations of such terms or conditions will be subject to civil penalties under §§ 310(c) and 109 of CERCLA; and

34.1.4 any final resolution of a dispute pursuant to Section 10 of this Agreement which establishes a term, condition, timetable and deadline, or schedule shall be enforceable by any person pursuant to § 310(c) of CERCLA, and any violation of such term, condition, timetable and deadline, or schedule will be sub-

ject to civil penalties under §§ 310(c) and 109 of CERCLA.

34.2 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by any provision of CERCLA, including § 113(h) of CERCLA.

34.3 The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

35 FORCE MAJEURE

A Force Majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approval, permits or licenses due to action or inaction of any governmental agency or authority other than the Navy; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds, if the Navy shall have made timely request for

such funds as part of the budgetary process as set forth in Section 32 (Funding) of this Agreement. A Force Majeure shall also include any strike or other labor dispute whether or not within the control of the Parties affected thereby. Force Majeure shall not include increased costs or expenses of response actions, whether or not anticipated at the time such response actions were initiated.

36. COST REIMBURSEMENT

36.1. The Navy, pursuant to its authority under 10 U.S.C. 2701(d), agrees to request funding from Congress and to reimburse DHS and the RWQCB for the costs related to the implementation of this Agreement as provided in this Section. The Navy agrees to advise DHS and the RWQCB of the status of available funds as soon as the appropriations are enacted and final program allocations are made by DOD to the Navy.

36.1.1. The amount of reimbursable costs payable under this Agreement shall not exceed seventy thousand dollars (\$70,000) for federal fiscal year 1989 and shall not exceed ninety thousand dollars (\$90,000) for federal fiscal year 1990.

36.1.2. Prior to the end of the second year, the amount of reimbursable costs for the subsequent years shall be renegotiated

///
///
///
///

in accordance with any then existing agreement on the subject between DOD and any agencies of the State of California that are parties to this Agreement.

36.1.3. If no such agreement has been reached between DOD and any agencies of the State of California, the Navy, DHS, and the RWQCB agree to negotiate in good faith an annual cap for future reimbursable costs. If the Navy, DHS and the RWQCB are unable to agree to the amount of the annual cap after such negotiations, they shall refer the issue to dispute resolution in accordance with Subsection 36.7.

36.1.4. If the Navy, DHS, and the RWQCB are unable to resolve the issues in dispute through the dispute resolution process of Subsection 36.7, DHS or the RWQCB, as the case may be, may withdraw as a Party to this Agreement by providing written notice of its withdrawal to each of the remaining Parties. Such withdrawal by DHS or the RWQCB, as the case may be, shall terminate all of the rights and obligations the withdrawing Party may have under this Agreement; provided, however, that any actions taken under or pursuant to this Agreement by the withdrawing Party prior to its withdrawal shall continue to have full force and effect as if the withdrawing Party were still a Party to this Agreement.

36.1.5. Nothing in this Agreement constitutes a waiver of any

///

///

///

///

///

claims by DHS or the RWQCB for costs expended but not reimbursed under this Agreement.

36.2. Implementation Activities:

36.2.1. Reimbursable costs shall consist only of actual expenditures required to be made and actually made by DHS or the RWQCB to fulfill their participation under this Agreement.

36.2.2. All reimbursable costs are subject to Section 32 Funding, of this Agreement. Reimbursable costs must be reasonable; they shall not include payment for any activity for which DHS or the RWQCB, as the case may be, receives payment or reimbursement from another agency of the United States Government; they shall not include payment for anything violative of Federal or State statutes or regulations; and, they must be allocable to the implementations activities provided in accordance with Subsection 36.2.1.

36.2.3 Duplicative laboratory work by one State agency of that of another already reimbursed shall not be reimbursable. Travel expenses shall not exceed those expenses allowed by the California State Board of Control for reimbursement of travel expenses.

36.3. Invoice Submittal:

36.3.1. Within 30 days after the effective date of this Agreement DHS will submit an invoice for costs incurred by DHS and by the RWQCB for carrying out activities of the type contemplated by this Agreement for the first three quarters of federal fiscal year 1989.

36.3.2. Thereafter, within forty-five (45) days after the end of each quarter of the federal fiscal year, DHS shall submit to

the Navy an invoice for all reimbursable costs incurred during the previous quarter by DHS and the RWQCB related to Subsection 36.2.

36.4. Payment:

36.4.1. The Navy shall pay any invoices submitted pursuant to Subsections 36.3.1. and 36.3.2. within sixty (60) days of receipt, except for any portion of the invoice that is disputed in accordance with the procedures in Subsection 36.7. The Navy reserves the right to dispute amounts claimed in said invoices.

36.4.2. The Navy shall reimburse DHS and the RWQCB costs by submittal of payment to DHS. Pursuant to a Separate Memorandum of Agreement between DHS and the RWQCB, the DHS shall disburse to the RWQCB its share in accordance with the RWQCB's invoice submitted to, and acknowledged by, the Navy.

36.5. DHS and the RWQCB shall maintain adequate accounting records sufficient to identify all expenses related to this Agreement. DHS and the RWQCB agree to maintain these financial records for a period of five (5) years from the termination date of this Agreement. DHS and RWQCB agree to provide the Navy or its designated representative reasonable access to all financial records for the purpose of audit for a period ending five (5) years from the termination date of this Agreement.

36.6. The Navy, DHS and the RWQCB recognize that a necessity for effectuating sufficient funding for this Agreement is that the DHS and the RWQCB provide timely and accurate estimates of reimbursable costs. Within thirty (30) days of the effective date of this Agreement, DHS and the RWQCB shall provide the Navy with cost estimates for all anticipated reimbursable expenses to be

incurred for the remainder of the current federal fiscal year, 1989. Within thirty (30) days of the effective date of this Agreement, DHS and the RWQCB shall each provide the Navy with cost estimates for all anticipated reimbursable expenses to be incurred during fiscal year 1990. DHS or the RWQCB, as the case may be, shall expeditiously notify the Navy if it becomes aware that the cost estimates provided under this Subsection are no longer substantially accurate and provide in their place new cost estimates.

36.7. Notwithstanding Section 10 of this Agreement, any dispute between the Navy, DHS or the RWQCB regarding the application of this Section or any matter controlled by said Section 36, including but not limited to allowable expenses and caps of expenses under Subsection 36.1.3., shall be resolved in accordance with this Subsection 36.7.

36.7.1. The Navy, DHS and the RWQCB Project Managers shall be the primary points of contact to coordinate resolution of disputes under Subsection 36.7.

36.7.2. If the Navy, DHS or the RWQCB Project Managers are unable to resolve a dispute, the matter shall be referred to the Director, Office of Environmental Management, Western Division, Naval Facilities Engineering Command (WESTNAVFACENGCOM) for the Navy, the Chief of the Site Mitigation Unit, Region 2, for DHS, and the Division Chief of the appropriate division for the RWQCB, as soon as practicable, but in any event within forty (40) days of receipt of the invoice.

36.7.3. Should the representative designated in Subsection 36.7.2. be unable to resolve the dispute within ten (10) days,

the matter shall be elevated to the Commander WESTNAVFACENGCOM for the Navy, the Chief of Region 2 for DHS and the Executive Officer of the RWQCB, who will render a written report on the results of their efforts to resolve the dispute in ten (10) working days.

36.7.4. It is the intention of the Navy, DHS and the RWQCB that all disputes shall be resolved strictly in accordance with Subsection 36.7; however, the use of informal dispute resolution, including use of mediation and arbitration techniques is encouraged. In the event the representatives designated in Subsection 36.7.3. are unable to resolve the dispute, DHS or the RWQCB, as the case may be, retains all of its legal and equitable remedies to recover its costs.

37 RESERVATION OF RIGHTS FOR RECOVERY OF OTHER EXPENSES

The Parties agree to amend this Agreement at a later date in accordance with any subsequent national resolution of the issue of cost reimbursement.

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of the Agreement and to legally bind such Party to this Agreement.

IT IS SO AGREED:

10 Sept. 1990
Date

Jacqueline E. Schafer
Jacqueline E. Schafer
Assistant Secretary (Installations
and Environment)
United States Department of
the Navy

9.14.90
Date

Daniel W. McGovern
Daniel W. McGovern
Regional Administrator
United States Environmental
Protection Agency, Region 9

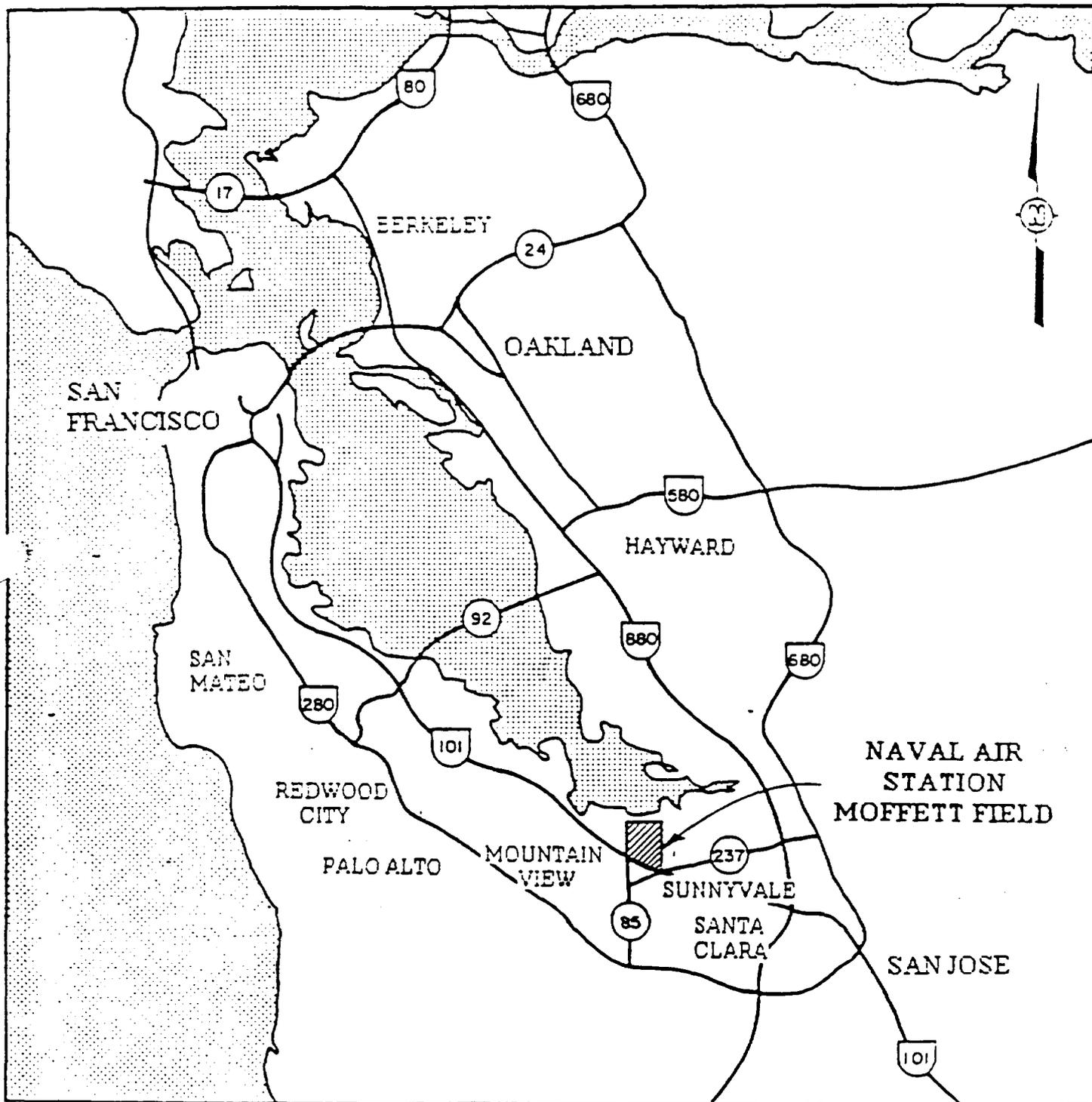
AUG 27 1990
Date

John J. Kearns
John J. Kearns
Acting Deputy Director
Toxic Substances Control
Program
California Department of
Health Services

8/10/90
Date

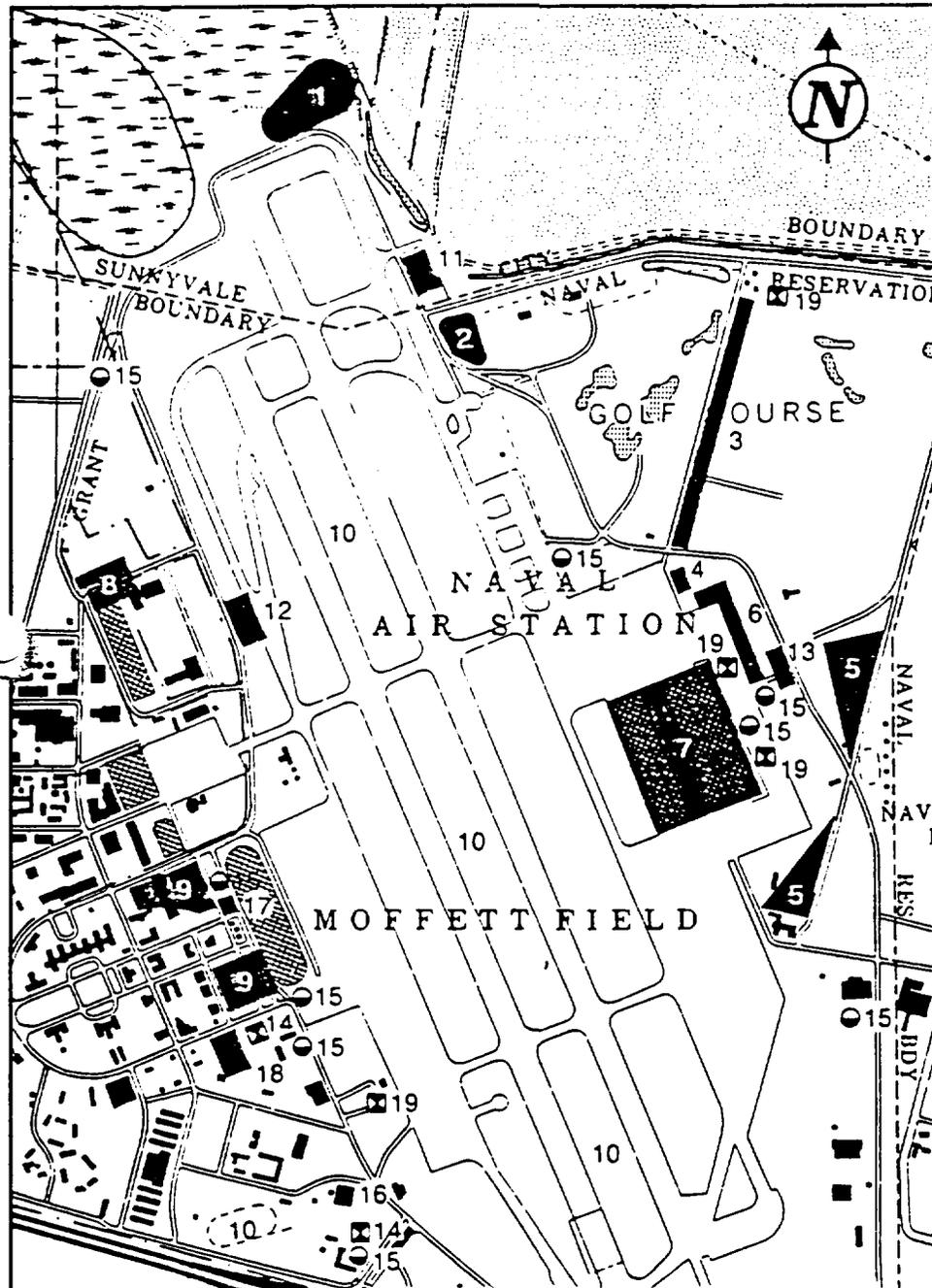
Steven R. Ritchie
Steven R. Ritchie
Executive Officer
California Regional Water Quality
Control Board
San Francisco Bay Region

ATTACHMENT 1 MAPS



LOCATION
OF
NAVAL AIR STATION, MOFFETT FIELD, CALIFORNIA

Potentially Contaminated Sites



Site	Type of Waste
SITE 1	Runway landfill Solvents, oils
SITE 2	Golf course landfill Transformer oil (PCBs), solvents
SITE 3	Marriage Road ditch Solvents, fuels, paints
SITE 4	Former industrial wastewater surface impoundments Solvents, fuels, oils
SITE 5	Fuel farm french drains Volatile organics
SITE 6	Runway apron Solvents, oils, fuels, paints
SITE 7	Unpaved areas surrounding Hangars 2 and 3 Paints, oils, solvents, fuels
SITE 8	Waste oil transfer area Transformer oil (PCBs), solvents
SITE 9	Old fuel farm Paints, oils, solvents
SITE 10	Chase park area (and runway) Oils, fuels, solvents
SITE 11	Engine test stand area Oils, metals
SITE 12	Firefighting training area Fuels, solvents, firefighting agents
SITE 13	Equipment parking area (B-142) Fuels, oils, solvents
SITE 14	Abandoned tanks (Nos. 19, 20, 67, and 68) Tank contents unknown; tanks 19 and 20 have already been removed
SITE 15	Nine sumps and oil/water separators Oils, neutralized battery acid
SITE 16	PW steam rack sump No. 60 Petroleum hydrocarbons
SITE 17	Paint shop sump No. 61 Paints, solvents
SITE 18	Dry cleaners sump No. 66 Solvents
SITE 19	Leaking tanks (Nos. 2, 14, 43, and 53) Fuels, solvents, oils, paint.

Attachment 2 Management Plan Outline

The Management Plan is intended to be a flexible document and the Parties recognize that changes may be necessary after finalization of the Plan. At a minimum, the Management Plan should generally address the following tasks.

I. RI/FS Tasks in the Management Plan

1.0 MANAGEMENT PLAN OBJECTIVES

- o Confirm, characterize and define the lateral and vertical extent of chemicals of concern at each site known or suspected to be a source of contaminant release,
- o Supplement and refine the existing geologic, geochemical, hydrogeologic and chemical data base for the study sites,
- o Evaluate the chemical migration pathways, site geohydrology, and specifics of groundwater movement that influence the migration of site-related chemicals,
- o Evaluate potential risks and hazards to public health and the environment,
- o Identify Federal and state applicable or relevant and appropriate requirements,
- o Address RCRA action, if applicable,
- o Identify and evaluate remedial alternatives in accordance with EPA RI/FS guidance,
- o Identify PRP's and coordinate remedial alternative selection,
- o Modify the Management Plan based on new information received during the course of the investigation.

2.0 CERCLA RESPONSE STRATEGY

- o Navy Cleanup Strategy
 - CERCLA Process
 - Installation Restoration (IR) Program, including the coordination which must take place between NAS Moffett Field (NASMF), Western Division Naval Facilities Engineering Command (WESTDIV) and the consultant/contractor
 - UST Program
 - WESTDIV's Responsibility
 - NASMF's Responsibility
 - Response to Federal and State Concerns
- o NASMF Cleanup Strategy
 - Background and Physical Setting
 - =Site Description
 - =Site History
 - Results of Previous Investigations
 - RI/FS Status
 - Phasing of the RI (i.e., I, II, III, etc.)
 - Removal Action(s)
 - Operable Units (OUs)
 - =Identification of Groundwater OUs
 - New Site Discovery
 - Off-Site Concerns (e.g. MEW Study Area)
 - Role of Federal and State Agencies
 - =EPA
 - =DHS
 - =RWQCB

=Other

3.0 REMEDIAL INVESTIGATION

o Management

-Agency Coordination

In addition to those federal and state agencies identified as signatories to the Agreement, the Navy also coordinates with the following agencies on the cleanup at NASMF:

- State Water Resources Control Board
- Santa Clara Valley Water District
- Santa Clara County Health Department
- City of Mountain View
- City of Sunnyvale
- U.S. Fish and Wildlife Service
- California Department of Fish and Game
- San Francisco Bay National Wildlife Refuge
- National Oceanic and Atmospheric Administration
- California Waste Management Board
- Middlefield-Ellis-Whisman (MEW) Study Area

-Sample Evaluation/Validation

- In accordance with EPA guidelines and specifications
- =Quality Assurance/Quality Control (QA/QC) of Data
- =QA/QC Standard Operating Procedures (SOP)
- =Specific QA/QC Procedures
- =Data Validation Package
- =Interference Check Sample Analysis
- =Laboratory Audits

-Data Evaluation

-Risk Assessment

-Reporting

- =Monthly Progress Reports
- =Quarterly Reports

-Administrative Record

- In accordance with CERCLA Section 113(k) and EPA guidelines
- =Listing of Administrative Record
- =Location(s) of Repository

- o The Navy shall provide the Agency for Toxic Substances and Disease Registry (ATSDR) with all necessary environmental investigation results, including that of the Remedial Investigation. The ATSDR will conduct a Health Assessment for NASMF.

The Navy provided the ATSDR with all investigative data through April 1988 for the purposes of completing a draft Health Assessment on NASMF by December 1988.

- o Applicable or Relevant and Appropriate Requirements (Federal and State ARARs) ARARs can only be identified on a site specific basis. ARARs are to be identified at the following points in the remedial planning process:
 - =During scoping of the RI/FS
 - =During the site characterization phase
 - =During development of remedial alternatives in Operable Unit (OU) Feasibility Studies and the FS
 - =During screening of alternatives
 - =During detailed analysis of alternatives
 - =When alternative(s) is(are) selected

Identify Ambient of Chemical-specific ARARs
 Identify Performance, Design or Action-specific ARARs
 Identify Location-specific ARARs

o Plans

-Quality Assurance Project Plan (QAPP)

The QAPP shall be prepared pursuant to Section 17 of this Agreement, and in accordance with EPA document QAMS-005/80 and other applicable guidance furnished by EPA.

=Title Page with Provisions for Approval Signatures

=Table of Contents

Project Description

Project Organization and Responsibility

Quality Assurance Objectives for Measurement of Data in terms of Precision, Accuracy, Completeness, Representativeness and Comparability

Sampling Procedures

Sample Chain of Custody Procedures

Field Sampling Operation

Lab Operation

Calibration Procedures & Frequency for Field and Lab Equipment

Analytical Procedures

Data Reduction, Validation and Reporting

Internal Quality Control Checks and Frequency

Performance and System Audits

Internal Audits

External Audits

Preventative Maintenance

Schedule of Equipment, Maintenance, Internal and Critical Spare Parts

Specific Routine Procedures Used to Assess Data Precision, Accuracy and Completeness

Corrective Action

Quality Assurance Report to Management

-Sampling Plans

According to EPA guidance and in accordance with the Sampling and Chemical Analysis Quality Assurance Requirements for the Navy Installation Restoration Program, NEESA 20.2-047B.

=Objective of Sampling Effort

=Site Background

=Maps of all Pertinent Locations and Sampling Points

=Rationale for Sampling Locations and Numbers of Samples

=Request for Analysis

=Field Methods and Procedures

=Site Safety Plan

-Data Management

Description of the storage and retrieval system used for data/information gathered during the RI/FS investigation.

=Data Management System

Hardware

Software

Quality Control

Data Security

=Data Processing Procedures

- Field Collection Procedures
 - =Numbering Methodology
 - Site Identification Number
 - Sample Type and Identification Number
 - Other Codes
 - QA/QC Sample Identification Code
- Health and Safety Plan
 - All activities shall be conducted pursuant to Section 12 of the Agreement.
 - =Facility Background
 - =Key Personnel and Responsibilities
 - =Job Hazard Analysis
 - =Risk Assessment Summary
 - =Air Monitoring Plan
 - =Personal Protective Equipment
 - =Work Zones and Security Measures
 - =Decontamination Procedures
 - =General Safe Work Practices
 - =Emergency Response Plans
 - =Training Requirements
 - =Medical Surveillance Program
 - =Documentation
 - =Regulatory Requirements
- Community Relations
 - Shall provide the Community with information, and provide for citizen input and involvement on the cleanup.
 - =Community Interviews
 - =Community Relations Plan (CRP)
 - =Information Repositories and Administrative Records
 - =Proposed Plan and RI/FS Completion
 - =Public Comment Period and Opportunity for Public Meeting on the Proposed Plan, Administrative Order on Consent, Consent Decree, and Responsiveness Summary
 - =Explanation of Differences
 - =Public Notice on Selection of Remedy
 - =Revision of the Community Relations Plan, if necessary, for Remedial Design/Remedial Action (RD/RA)
 - =Fact Sheet and Notification on Engineering Design
 - =Technical Review Committee (TRC)

4.0 RI TASKING

The details on carrying out the tasks specified below will be further described in the Management Plan.

- o Location, Description and Background
 - Environmental Setting
 - Topography
 - Climatology
 - Biotic Environment
 - Geology and Physiography
 - Hydrology
 - Contaminant Sources
 - =On NASMF Property

- Site 1 - Runway Landfill
- Site 2 - Golf Course Landfill
- Site 3 - Marriage Road Ditch
- Site 4 - Wastewater Holding Ponds
- Site 5 - Fuel Farm French Drains
- Site 6 - Runway Apron
- Site 7 - Hangars 2 and 3
- Site 8 - Waste Oil Transfer Area
- Site 9 - Old Fuel Farm
- Site 10 - Chase Park Area and Runway
- Site 11 - Engine Test Stand Area
- Site 12 - Fire Fighting Training Area
- Site 13 - Equipment Parking Area
- Site 14 - Abandoned Tanks Nos. 19, 20, 67 & 68
- Site 15 - Sumps and Oil/Water Separators Nos. 25, 42, 54, 58, 59, 62, 63, 64 & 65
- Site 16 - Public Works Steam Rack and Sump No. 60
- Site 17 - Paint Shop Sump No. 61
- Site 18 - Dry Cleaners Sump No. 66
- Site 19 - Leaking Tanks Nos. 2, 14, 43 & 53

=Off NASMF Property

-Previous Investigations

-Other Current Investigations

=Underground Storage Tanks (UST)

=Wastewater Flux Ponds

=Potential Conduits

=Water Quality SWAT

=Air SWAT

-Project Planning

-Community Relations

-Field Investigations

-Sample Analysis/Validation

-Data Validation

-Risk Assessment

o RCRA/CERCLA Integration

NASMF is not a RCRA site. However, should it ever become one, NASMF shall abide by the Agreement under Section 8, Statutory Compliance/RCRA-CERCLA Integration.

o Supplemental Survey(s) and Investigation(s)

The Navy may need to perform additional tasks in order to accomplish the RI/FS objectives. Such tasks may include additional field work and studies to provide information on newly discovered contaminants, pathways of concern, and bench scale tests of possible remedial technologies.

o Community Relations Support

This task includes, but may not be limited to:

=Revisions and Additions to the CRP

=Analysis of Community Attitudes Toward Proposed Action(s)

=Preparation and Dissemination of Information

=Establishment of a Community Information Center

=Arrangement for Briefings, Press Conferences

=Technical Review Committee (TRC)

o Sampling and Data/Document Availability

Quarterly data reports shall be submitted to the EPA, DHS and RWQCB pursuant to Section 16 of this Agreement

- o Final Remedial Investigation Report(s)
The RI report shall include results from Task 2.0 through the Supplemental Survey(s) and Investigation(s) section of Task 4.0 of this Attachment, interpretations of such results (including any graphical presentations), and correlations of such results. The RI report shall be consistent with CERCLA, the NCP, EPA Guidance on Conducting RI/FSs Under CERCLA, Interim Final, October 1988, and any subsequent revisions thereof, and other applicable EPA guidance.

5.0 FEASIBILITY STUDY

The objective of the Feasibility Study (FS) is to develop a range of remedial options that will be considered. The FS process will be in accordance with the NCP and current EPA guidance. The following tasks shall be included, but are not limited to:

- o Description of the Current Situation
 - The Navy shall summarize the current situation based on previous investigative work, Task 2.0, and new data and information obtained through Task 4.0 of this Attachment.
 - Identify actual and potential exposure pathways that should be addressed in selecting remedial action alternatives.
- o Baseline Risk Assessment
 - The Baseline Risk Assessment involves an ecological study and the following five steps which cover a range of complexity, quantification, and levels of effort.
 - STEP 1: SELECTION OF INDICATOR CHEMICALS
 - =Develop Initial List of Indicator Chemicals
 - =Select Final Indicator Chemicals
 - STEP 2: ESTIMATION OF EXPOSURE POINT CONCENTRATION OF INDICATOR CHEMICALS
 - =Identify Exposure Pathway
 - =Estimate Exposure Point Concentrations
 - =Compare to Requirements, Standards and Criteria
 - STEP 3: ESTIMATION OF CHEMICAL INTAKES
 - =Calculate Air Intakes
 - =Calculate Groundwater Intakes
 - =Calculate Surface Water Intakes
 - =Calculate Intakes from Other Exposure Pathways
 - =Combine Pathway-Specific Intakes to Yield Total Oral and Total Inhalation Intakes
 - STEP 4: TOXICITY ASSESSMENT
 - STEP 5: RISK CHARACTERIZATION
 - =Noncarcinogenic Effects
 - =Potential Carcinogenic Effects
 - =Uncertainties
- o Development of Performance Goals and Analysis of Risks for each Remedial Alternative Perform this sub-task for each remedial action alternative at the alternative evaluation stage.
 - =Re-evaluate Indicator Chemicals
 - =Identify Potential Exposure Pathways
 - =Determine Target Concentrations at Human Exposure Points
 - =Estimate Target Release Rates

- =Assess Chronic Risk for Noncarcinogens
 - =Assess Potential Short-term Health Effects of each Remedial Alternative
- o Development of Alternatives
 - Alternatives should be developed concurrently with the RI site characterization, with the results of one influencing the other in an iterative fashion.
 - =Establishment of Remedial Response Objectives based on the Baseline Risk Assessment and ARARs identification. Remedial Response Objective should be developed to specify contaminants and media of interest, exposure pathways, and remediation goals that permit a range of treatment and containment alternatives to be developed.
 - =Identifying volumes and areas of media to which treatment or containment action may be applied
 - =Developing response actions for each medium
 - =Identifying potential treatment technologies
 - =Assembling technologies into alternatives
 - =Detailed analysis of alternatives
 - =Community relations during development of alternatives
 - =Reporting and communication during development of alternatives
- o New Technology as an Alternative
- o Initial Screening of Alternatives
 - In accordance with EPA guidance
 - Community Relations During Screening of Alternatives
 - Evaluate Process Options Based on:
 - =Effectiveness
 - =Implementability
 - =Cost
 - Reporting and Communication During Screening of Alternatives
- o Post-Screening Investigations
 - Determination of Data Requirements
 - Treatability Testing
 - Bench vs Pilot Testing
 - Treatability Test Work Plan
 - Application of Results
 - Community Relations During the Post-Screening Investigation
 - Reporting and Communication During the Post-Screening Investigation
- o Detailed Analysis of Alternatives
 - Detailed analysis is used to assess each alternative against evaluation criteria. The detailed analysis consists of analysis and presentation of relevant information, including treatability studies, needed to select a remedy for the site. Tasks include, but are not limited to:
 - =Individual Analysis of Alternatives against Evaluation Criteria
 - =Evaluation Criteria for Detailed Analysis of Alternatives
 - Short-term Effectiveness
 - Long-term Effectiveness
 - Reduction of Toxicity, Mobility of Volume
 - Implementability
 - Cost
 - Compliance with ARARs
 - Overall Protection of Human Health and the Environment
 - State Acceptance
 - Community Acceptance
 - =Post-RI/FS Selection of the Preferred Alternative
 - =Community Relations During Detailed Analysis

- =Reporting and Communication During Detailed Analysis
- o **Final Feasibility Study Report(s)**
The report shall include the results from Task 5.0 of this Attachment with specific criteria listed in the Management Plan. The FS shall be consistent with CERCLA, the NCP, EPA Guidance on Conducting RI/FSs Under CERCLA, Interim Final, October 1988, any subsequent revision thereof, and other applicable EPA guidance.

II. Development of Proposed Plan for Remedial Action

The Proposed Plan shall recommend remedial alternatives and shall be consistent with CERCLA, the NCP, and other applicable EPA guidance.

III. Formal Public Review and Comment

The Navy shall provide the public the opportunity of a formal review and comment on the Final Remedial Action Proposed Plan(s), and the underlying FS report, in a manner consistent with Section 29, Public Participation of this Agreement.

IV. Prepare Record of Decision

The Navy shall prepare a Record of Decision (ROD) in a manner consistent with CERCLA, the NCP, Guidance on Preparing Superfund Decision Documents: The Proposed Plan and Record of Decision, EPA, Draft, March 1988, any subsequent revisions thereof, and other applicable EPA guidance. The Navy shall document the final remedy(ies) selected for the site. The ROD shall be based on the material contained within the Administrative Record. The ROD shall include a Responsiveness Summary, prepared after the public comment period. The Responsiveness Summary shall address public comments, concerns, criticisms, or new data raised during the Formal Public Comment Period on the Remedial Action Proposed Plan(s), including those that may lead to significant changes from the proposal(s) contained in the Proposed Remedial Action Plan. The Responsiveness Summary shall be prepared in a manner consistent with CERCLA, other parts of this Agreement, the EPA Community Relations in Superfund Guidance, Draft, March 1988, any revisions thereof, and other applicable EPA guidance. The ROD shall also include a schedule for remedial design.

V. Remedial Design

The Navy shall prepare a Remedial Design which provides detailed engineering design and specifications which allow other Parties to review and ensure the selected remedy(ies) is(are) fully incorporated by the Navy in the Remedial Design.

VI. Remedial Action Operations Plan

The Navy shall document standard procedures in the Remedial Action Operations Plan for conducting remedial action operations and long-term operations and maintenance.

Attachment 3 Timetables and Deadlines

(The deadlines in this Attachment 3 are enforceable and although Target Dates are only for the purpose of projecting an overall schedule and are not enforceable, all Parties will endeavor to complete all tasks as quickly as practical.)

The Navy agrees to conduct an RI/FS pursuant to Section 7 of the Agreement and Attachment 2, and meet the following deadlines:

Primary Documents and Activities [1]	Deadlines	Target Dates [2]
Draft Work Plan (I & II) [3]	Submitted 15 December 1987	-----
Draft Sampling and Analysis Plan (SAP) (I & II)	Submitted 15 December 1987	-----
Draft Quality Assurance Project Plan (QAPP)	Submitted 15 December 1987	-----
Final QAPP	Submitted 30 March 1988	-----
Final SAP (I & II)	Submitted 21 April 1988	-----
Final Work Plan (I & II)	Submitted 9 June 1988	-----
Draft Community Relations Plan (CRP)	Submitted 2 November 1988	-----
Final CRP	Submitted 13 June 1989	-----
Draft Management Plan	Submitted 1 October 1989	-----
Final Management Plan	Per Consultation Section [4]	1 July 1990
Begin Field Work for Known Abandoned Wells	1 June 1990	-----
Final Known Abandoned Well Physically Closed	1 October 1990	-----
Draft Known Abandoned Wells Closure Report[5]	150 days after closure of the last well	1 March 1991
Final Known Abandoned Wells Closure Report	Per Consultation Section	1 August 1991
Begin Field Work for Suspected Abandoned Wells	90 days following contract award	1 October 1990
Final Suspected Abandoned Well Physically Closed	11 months following contract award	1 September 1991
Draft Suspected Abandoned Wells Closure Report	150 days after closure of the last well	1 February 1992

REPRODUCED AT GOVERNMENT EXPENSE

Final Suspected Abandoned Wells Closure Report	Per Consultation Section	1 July 1992
Draft RI Report (I & II) [6]	1 July 1991[9]	-----
Draft Initial Screening of Remedial Alternatives (I & II)	Submission concurrent with Draft RI Report (I & II)	1 July 1991
Final Initial Screening of Remedial Alternatives (I & II)	Per Consultation Section	1 December 1991
Final RI Report (I & II)	Per Consultation Section	1 December 1991
Draft FS Report (I & II)	1 June 1992[9]	-----
Draft Proposed Plan (I & II)	1 June 1992[9]	-----
Draft RD/RA Schedule	1 June 1992[9]	-----
Final Proposed Plan (I & II) (for public comment)	Per Consultation Section (the Navy shall publish a public notice and brief analysis of the Proposed Plan (I & II) within 15 days after the Proposed Plan (I & II) becomes a final document)	1 November 1992
Final FS Report (I & II)	Per Consultation Section (a revised FS may be required as a result of public comment on the Proposed Plan (I & II))	1 November 1992
Draft Record of Decision (ROD) (I & II) (includes a responsiveness summary and schedule for remedial design)	10 April 1993[9]	-----
Final ROD (I & II)[7] (with Navy signature)	Per Consultation Section	10 September 1993
Draft SAP (III) [8]	1 April 1992[9]	-----
Final SAP (III)	Per Consultation Section	1 September 1992
Draft RI Report (III)	1 November 1994 [9]	-----
Draft Initial Screening of Remedial Alternatives (III)	Submission concurrent with Draft RI Report (III)	1 November 1994
Final Initial Screening of Remedial Alternatives (III)	Per Consultation Section	1 April 1995
Final RI Report (III)	Per Consultation Section	1 April 1995

REPRODUCED AT GOVERNMENT EXPENSE

Draft FS Report (III)	1 October 1995[9]	-----
Draft Proposed Plan (III)	1 October 1995[9]	-----
Draft RD/RA Schedule	1 October 1995[9]	-----
Final Proposed Plan (III) (for public comment)	Per Consultation Section (the Navy shall publish a public notice and brief analysis of the Proposed Plan (I & II) within 15 days after the Proposed Plan (I & II) becomes a final document)	1 March 1996
Final FS Report (III)	Per Consultation Section (a revised Final FS may be required as a result of public comment on the Proposed Plan (III))	1 March 1996
Draft ROD (III) (includes a responsiveness summary and schedule for remedial design)	10 August 1996[9]	-----
Final ROD (III) (with Navy signature)	Per Consultation Section	10 January 1997
Secondary Documents (Interim Deliverables)		Target Dates
Research Report - Potential Conduits Investigation (Vertical)		Submitted 13 January 1988
Water Quality SWAT Proposal		Submitted 6 April 1988
Health and Safety Plan		Submitted 5 May 1988
Removal Action Plan for Tanks 2, 14, 43, 53, 67, 68, and Sump 66		Submitted 17 August 1988
Active Wells Report (Potential Conduits Investigation - Vertical)		Submitted 23 November 1988
Water Quality SWAT Report		Submitted 30 March 1989
Suspected Wells Investigation Report		Submitted 23 May 1989
Plan for Evaluation and Closure of Abandoned Wells		Submitted 7 August 1989
Draft Phase I Characterization Report		1 August 1990
Final Phase I Characterization Report (including Response Summary)		1 December 1990 (60 days following receipt of last agency's comments)
Removal Action Documents (only if generated)		To Be Determined
Detailed Analysis of Alternatives (only if generated as a separate document)		To Be Determined

Post-Screening Investigative Work Plan (only if generated)	To Be Determined
Treatability Studies (only if generated)	To Be Determined

Other Reports [10]	Timetables
Monthly Progress Reports	15th day of each month
Quarterly Reports	45 days after the end of the calendar quarter

[1] Draft Final Primary Documents are subject to Dispute Resolution procedures. Primary Documents submitted prior to this Agreement are considered Final Primary Documents.

[2] Target Dates are estimated only for the purpose of projecting an overall schedule and are not enforceable. Actual dates of finalization of documents may vary depending on actual document review times of EPA, DHS and RWQCB, actual response times of the Navy, and/or whether or not dispute resolution is invoked during finalization of a primary document. See discussion under footnote [4] for consultation clause period estimate. Estimated dates will be revised periodically, as necessary, and will be available to the public.

[3] The RI/FS process has been phased into two parts. Phase I consists of defining the nature and extent of contamination (i.e., waste types, concentrations, distributions). The results of Phase I are evaluated and used to define a more focused scope for the Phase II RI. Work for both phases is described in each document indicated by the parenthetical I & II.

[4] See Section 9, Consultation with EPA, DHS and RWQCB, of the Agreement for discussion of review time periods, response time periods, and consultation procedures.

[5] Closure Reports document activities and findings following well closure field activities.

[6] Parties recognize that the RI Report (I & II) may recommend a feasibility study for identified Operable Units (OUs) to address groundwater contamination.

[7] Parties anticipate the primary focus of this document to be groundwater.

[8] Implementation of Phase III is contingent upon the results contained in the RI report for Phase I and II. If it is determined that further investigative work is required, Phase III tasks will be initiated.

[9] Parties recognize that this date may be extended pursuant to Section 27.

[10] These reports are discussed in Section 13, Monthly Progress Report, and Section 16, Sampling and Data/Document Availability, of the Agreement and will be further addressed in the Management Plan. Pursuant to Section 13 of the Agreement, the monthly progress report may be changed to a quarterly progress report upon agreement by the Project Managers.

**Attachment 4
Navy Actions in MEW^[1] Study Area**

(The deadlines in this Attachment 4 are enforceable and although Target Dates are only for the purpose of projecting an overall schedule and are not enforceable, all Parties will endeavor to complete all tasks as quickly as practical.)

<u>Action</u>	<u>Deadline</u>	<u>Target Dates^[2]</u>
<u>TANK & SUMP REMOVALS</u> ^[3]		
Field work for Removals at Site 19 (Tanks 2,14, 43, 53); Site 14 (Tank 67);Site 18 (Sump 66) ^[4]	Initiated 7 May 1990	-----
EE/CA for Additional Removals & Monitoring Well Installations at Site 9 (Tanks 47, 48, 49, 50 ^[5] , 56A-D); Site 10 (Tanks 51, 52); Site 16 (Sump 60); Site 17 (Sump 61) ^[6]	1 August 1990 (Submit EE/CA ^[7] to agencies and public for 30 day review and comment ^[8])	-----
Action Memorandum for Additional Removals and Monitoring Well Installation at Site 9, Site 10, Site 16 & Site 17	Submit Action Memorandum 30 days after the end of the public comment period and agency review	1 October 1990
Additional Removals and Monitoring Well Installation at Site 9, Site 10, Site 16 & Site 17	Initiate field work 60 days after receipt of comments from both the agencies and the public	1 November 1990
Summary Report for Tank and Sump Removals ^[9]	6 months after initiation of field work for additional tank/sump removal or 30 days after the last tank/sump is removed, whichever is sooner	1 May 1991

[1] Middlefield, Ellis and Whisman.

[2] Estimated dates are calculated only for the purpose of projecting an overall schedule and are not enforceable. Actual dates of finalization of documents may vary depending on actual document review times of EPA, DHS, and RWQCB, and actual response times of the Navy.

[3] Documents associated with Tank and Sump Removals are considered Secondary Documents under this Agreement. The purpose of this task is to locate and remove leaking or abandoned underground storage tanks within the MEW Study Area and address possible source loading to groundw via soil.

[4] Existence of Tanks 47,48,49,& 50 have not as yet been confirmed.

[5] Removal Action Plan for Tanks 2, 14, 43, 53, 67, 68, and Sump 66 was submitted to the agencies on 17 August 1988 which satisfies the requirements of an Engineering Evaluation and Cost Analysis (EE/CA). Sufficient monitoring well coverage exists at these sites, however if additional wells are required based on new soil and groundwater analysis they will be installed under the subsequent removal contract.

[6] Monitoring wells shall be installed as necessary based upon soil and groundwater analysis following tank removal should sufficient coverage not already exist.

[7] Engineering Evaluation/Cost Analysis.

[8] The EE/CA will be submitted to the signatories for review and comment concurrent with the public comment period required for non-time critical removals. Concurrent reviews will shorten the total review time thereby expediting the total schedule for removal of the tanks and sumps.

[9] The summary report will set out the findings developed in the course of implementing this action. Groundwater source control, if any, will be addressed in the Phase II Removals at Sites 8 & 9. Final cleanup measures will be determined in the Record of Decision for the Phase I & II RI/FS.